

Autopassion Terms & Conditions – Definitions

'I', 'me' and 'my' refers jointly and severally to the person or persons who are the customers.' This Agreement' means the Rental Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other Autopassion literature, the provisions of these Terms and Conditions apply.'Customer' means the person or persons nominated as the hirer under the heading 'Hire Details' on the Insurance Motor Rental Agreement and any person whose credit card is presented in payment of the customer's charges.'Living Equipment' includes but is not limited to DVD player, CD player, crockery, cutlery and cooking utensils.'Rental Period' means the hire period referred to under the heading 'Booking Details' on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control'Vehicle' means the vehicle described under the heading 'Vehicle Details' on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided at the discretion of Autopassion.'Security Deposit' means the Vehicle security deposit detailed under the heading 'Vehicle Security Deposit' in the Insurance Motor Rental Agreement.

General

Hire rates quoted include: VAT (17.5%) ; Unlimited miles; UK standard vehicle insurance*; UK Standard equipment & breakdown**

*Insurance loading. In some cases, Autopassion will incur additional charges if the driver to be insured has a traffic conviction, is using a non-UK driving license or is in an occupation which is deemed high risk. These charges will be passed onto the customer.

**Autopassion will supply full breakdown cover to cover any mechanical faults to the base chassis of the motorhome. Any call out charges necessitated by the client through operator error, e.g. a flat vehicle battery will be the responsibility of the client.

Insurance

Standard excess. The above rate includes a standard excess of £1000.00 (£1250.00 abroad). In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first £1000.00 (£1250.00 abroad). The hirer will also be fully liable for replacement or repair of windows or tyre damage. For a small daily fee the Damage Limitation Waiver option will reduce your excess.

Security Deposit

There is a refundable £500.00 Security Deposit payable by credit or debit card. The amount will be debited from your account immediately. This is fully refundable on return of the vehicle to the agreed location, on the agreed date and time, in the same condition as it was let out to you, with the toilet empty, the interior clean including all cooking appliances and the tank full of fuel. Autopassion reserves the right to increase the security deposit for specific events (e.g. sports fixtures, music festivals, etc.) to £1000.00. The hirer should be aware that the security deposit will be used to fund any loss or damage what so ever to equipment, fixtures and fittings, windows, tyres or negligent damage to the vehicle.

European Travel

There is an additional charge of £90.00 per week for European travel to cover European roadside assistance.

Southern Ireland Travel

There is an additional charge of £60.00 per week for travel to Southern Ireland to cover Irish roadside assistance.

Extras

Additional driver with a UK license (UK travel only): £3.50 per person per day, clean driving licence (max 3). Additional driver with a UK license (Europe travel): £4.50 per person per day, clean driving licence (max 3). Points on license: £2.50 – £10.00 per day, depending on

number & type of points. Non UK driver's license holder (UK travel only): £3.50 per day. Non UK driver's license holder (Europe travel): £4.75 per day. Airport to depot transfer: Price on Request. Damage Limitation Waiver (DLW)

Minimum Hire

This ranges from 3 to 7 days depending on the season. Please check with Autopassion at the time of booking.

Drivers

Age limits: 25 to 70 years. Drivers must have held a full valid driving license for more than 2 years. Drivers for the Swift Kon-Tiki 679, Swift Sundance 630L and Swift Voyager 685FB are required to have a C1 category licence. Details of additional drivers required. Production of valid standard driver's license required from all drivers at start of hire. Drivers are personally liable for all legal penalties (e.g.: parking tickets) which are incurred during the period of hire. Maximum of 3 drivers per rental. Drivers must provide 2 separate forms of identification. i.e. passport and utility bill

Collection Point

Hampton Farm Business Park, Higher Bockhampton, Dorchester, DT2 8QH

Opening Hours: 09.30 – 18.30 Monday to Sunday. Out of hours collection/drop off by arrangement.

One ways

Charged as required.

Payment

Availability is on a request and confirm basis at the time of reservation. A reservation is only binding after it has been confirmed by Autopassion and a booking deposit of £200.00 per week of hire has been received. Once the reservation is confirmed, an invoice will be issued by post for the remaining balance. Settlement of the remaining balance will be due six weeks prior to departure. Autopassion reserves the right to cancel the booking if payment is not received six weeks prior to departure. Payment is by credit, debit card or a pounds sterling cheque. For late bookings (less than six weeks before departure) the full rental price is payable on booking. Vehicles will not be released without full payment being completed. Cheques will not be acceptable for late bookings (less than 2 weeks prior to departure).

Credit/Debit Cards

Visa card, MasterCard, Amex, Solo, Switch and Maestro are accepted.

Cancellation charges

More than 6 weeks before: booking deposit
6 weeks – 2 weeks: 50% of total hire charge
2 weeks – No Show: 100% of total hire charge

Collection & Return

Collection: Please allow 1 hour for the hand-over at the depot to complete the documentation and demonstrate your vehicle to you. Please allow the same on your return.
Return: The vehicle must be returned on the date, and before the time stated, on the rental agreement. Vehicles must be returned clean and in the same condition as they leave the depot, otherwise a charge will be made. In addition a separate toilet cleaning fee will apply if the toilet waste tank is not empty on return, £50.00. Late return: If you will be late returning, the rental company must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £50.00 per hour will be payable for all late returns.

Delivery and Return of the Vehicle

I acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the Departure Checklist and with a full fuel tank and two gas bottles (one full).

I will return the vehicle in a clean condition with a full fuel tank, on the return date and time set out under the heading 'Check in' in the Rental Agreement.

I acknowledge that Autopassion will not refund to me any monies, nor have any obligation to provide a replacement vehicle, if the Vehicle is returned or I cease to have the use of the Vehicle prior to the return date for any reason e.g. accident, weather or theft.

Rental and Other Charges

I will pay Autopassion: All rental charges. The security deposit. The nominated cleaning fee of £50.00 if the Vehicle is not returned with the interior in a clean condition. The nominated additional fee of £50.00 if the toilet and waste water tank are not emptied prior to the return of the Vehicle. The cost to refill the fuel tank at 25% + VAT above current forecourt prices. The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the Vehicle. The cost of any damage to the Vehicle or the property of any third party, subject to the insurance. All government fees and duties etc. All parking fines, other fines or penalties, and/or accidents including third party property damage not reported on return of the Vehicle and associated administration costs incurred in relation to the Vehicle during the Rental Period. Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Autopassion as a result of any breach by me of the terms of this Agreement. The daily rental rate for the period the Vehicle is off fleet for accident repairs (demurrage). The cost to recover a Vehicle which has become bogged.

Errors in Rental Charges

Total charges as set out therein are not final. I will pay any shortfall in charges to Autopassion and I will receive a refund for any overcharge acknowledged by Autopassion.

Payment of Charges Joint and Severall Liability

All charges and expenses payable by me under this Agreement are due on demand by Autopassion. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by Autopassion, including reasonable legal fees. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.

Credit Card Payment

Autopassion will accept payment by credit cards approved by Autopassion

When payment is paid by credit card, I agree that;

Autopassion is irrevocably authorised to complete any documentation and to take any other action to recover from my credit card issuer all amounts due by me pursuant to this Agreement, including but not limited to, any amounts due in respect to damage to the Vehicle or to property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties, road toll fines, London congestion charges, and associated administration costs);

I will not dispute my liability to Autopassion for any amount due under this agreement and I shall indemnify and keep indemnified Autopassion against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.

Autopassion may process the credit card voucher; in the event that Autopassion elects to accept payment of the Security Deposit by holding an open security payment which will be cancelled at the completion of the Rental Period, I agree that Autopassion is entitled to recover payment from my credit card issuer pursuant to paragraph (i) in respect of any amounts due which were not known at the time of cancelling the open security payment.

(c) I acknowledge that all transactions under this agreement are conducted in Pounds Sterling. Due to exchange rate fluctuations, there could be some variance between the

amount initially debited against my credit card and the amount refunded within 7 days after the expiration of the rental period. I release Autopassion from any liability for such variation.

My Warranties

I warrant that all information supplied by me to Autopassion in connection with this agreement is true.

Vehicle Damage – Insurance Cover

I am aware that;

The Vehicle is insured for damage to the Vehicle and the property of a third party.

I will have to pay an excess for any damage. The insurance excess is £1000.00 (£1250.00 abroad).

The excess may be reduced or removed, in most circumstances, by taking out a Damage Limitation Waiver (DLW). The DLW, if any, accepted by me, is set out under the 'Rental Description' on the Rental Agreement.

DLW reduces insurance excess from £1000.00 to £350.00 (UK) or £1250.00 to £600.00 (abroad), for a small fee of £15.00 per day (3–4 day hires) or £12.00 per day (7+ day hires).

I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement.

I am responsible for any damage above cab height as this is deemed as negligence.

Security Deposit

On taking delivery of the Vehicle, I agree to pay the Security Deposit

I irrevocably authorise Autopassion to deduct from the Security Deposit any amounts due by me to Autopassion arising out of this Agreement.

The security deposit will be refunded within 7 working days of the vehicle being returned to the correct location, undamaged, with a clean interior and a full fuel tank. We reserve the right to retain a £50.00 soiling fee if the motorhome is not returned with the interior in a clean condition. Also the toilet and waste water tank must be emptied prior to the return of the vehicle or an additional £50.00 soiling fee will be retained.

Road Restrictions

All Vehicles may only be driven on sealed / bitumen roads. I acknowledge that Autopassion reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.

Use of the Vehicle

I agree that during the rental period, I will not and will not allow the Vehicle to be; Driven otherwise than in a cautious, prudent and normal manner. Used in a manner which could cause damage. Driven in a prohibited area or in an area other than the areas indicated by me to Autopassion. Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law. Left with the ignition key in the vehicle while it is unoccupied. Left unoccupied without the CD faceplate removed, steering wheel security lock applied and the DVD screen covered. Driven by persons: Under the age of 25 years; or Who is not authorised by law to drive the Vehicle. Particulars of a proposed licensed driver of the Vehicle are set out under the heading 'Driver Details' in the Motor Rental Agreement.

Damaged by: Submersion in water. Contact with Salt Water. Used for any illegal purpose for any race, rally or contest. Used to tow any vehicle or trailer. Used to carry passengers or property for hire or reward. Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this agreement. Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material. Otherwise used in breach of my obligations under this Agreement.

Alterations to the Vehicle

I shall not make any alterations or additions to the Vehicle without the prior written consent of Autopassion.

Pets

I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with Autopassion.

Passengers

Autopassion authorises the use of these vehicles up to the stated number of passengers. Each person is to use the safety restraints provided at all times whilst the vehicle is in motion.

Maintenance

I shall take all reasonable steps to properly maintain the Vehicle, including oil checks, water and batteries. I acknowledge that Autopassion will reimburse me for expenditure up to £40.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, audio and DVD equipment) provided that: I produce relevant receipts. I have received the prior consent of Autopassion. The damage is not due to my fault or my breach of this Agreement. Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period PROVIDED THAT Autopassion will reimburse me for expenditure reasonably incurred if; I produce relevant receipts. The tyre is defective and is returned by me to Autopassion for inspection. The manufacturer accepts liability under his warranty. I will be liable for any costs associated with the incorrect use of fuel. All Autopassion motorhomes run on DIESEL.

Responsibility when accident occurs

In the event of any accident, loss or damage arising out of the use of the vehicle, I will Notify Autopassion within 24hrs of the happening of the event. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station. Complete a European accident report form as supplied. Not make any admission of liability to other parties, settlement offer or other like offer. Assist Autopassion in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence. I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period. I will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.

Terminating the Agreement

I acknowledge that Autopassion may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if; I am in breach of any term of this Agreement. I have obtained the Vehicle through fraud or misrepresentation. The Vehicle appears to be abandoned. The Vehicle is not returned on the agreed return date or Autopassion reasonably believes that the Vehicle will not be returned on the agreed return date. Autopassion considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the Security Deposit.

Change of Vehicle

Autopassion reserves the right, at its absolute discretion, to substitute a comparable or

superior Vehicle for the Vehicle. In that event, I shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

Release and Indemnity of Autopassion

Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release Autopassion, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to: Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose; Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any Autopassion premises or recovered or handled by Autopassion. Subject to any insurance arrangements agreed with Autopassion, I hereby indemnify and shall keep indemnified Autopassion, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

Title to Vehicle

I acknowledge that Autopassion retains title to the Vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge Autopassion' credit in connection with the Vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

Changes

Any changes to this agreement must be in writing and must be signed on behalf of Autopassion and by me.

Proper Law

This agreement shall be governed by the law of Great Britain in which this agreement was signed.

Entire Agreement

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Autopassion reserves the right to add or amend any rental charges without prior notice.